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May 9, 2002

Via Facsimile/U.S. Mail

Jeffrey M. Szuma, Esq.
Brooks & Kushman P.C.
1000 Town Center, 22nd Floor
Southfield, MI 48075

Re: StorageTek Patent

Dear Mr. Szuma:

I am writing in response to your letter dated April 22, 2002, which was in response to my letter of April 5, 2002.

As you know, we have exchanged a number of letters regarding StorageTek's request that Mr. Kuik review and provide his comments and feedback upon a draft patent application StorageTek has sent to him. Mr. Kuik has been and continues to be willing and prepared to provide StorageTek with his comments and feedback. Indeed, I indicated to you in my letter of February 6, that Mr. Kuik had completed his review of the materials StorageTek had sent to him and was prepared to provide his comments and feedback. However, as I also have indicated on a number of occasions, StorageTek should be willing to agree that it will not use any of Mr. Kuik's communications and work on this draft patent application against him or Cisco. You indicated that such an agreement may be possible but requested some clarification. As you requested, I provide such clarification in my letter of April 5. In your latest letter, you indicated that you do not think the agreement I proposed was sufficient to address your concerns, but you did not bother to offer any revisions to that agreement. We have tried to work cooperatively with you to resolve this situation, but simply raising objections without offering constructive solutions does not facilitate progress on this issue. If you would care to suggest any specific, proposed changes to the language I proposed in my April 5 letter, we would be happy to consider those.

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Throughout this process, Mr. Kuik has been fully cooperative with StorageTek to the extent he reasonably could be expected. There are some things he cannot be expected to do, however, such as sign documents to be filed with the Patent Office which he believes contain false statements. If StorageTek were simply asking him to assign to StorageTek whatever rights, if any, there might be in the idea contained in the patent application he has been sent, he would not have any objection to that. However, StorageTek has asked much more of him.

Moreover, the present circumstances, in which StorageTek had made allegations that Mr. Kuik has engaged in unlawful conduct (which allegations are totally baseless), presents a unique situation not previously anticipated by the parties. There is a genuine risk that StorageTek is acting in bad faith and attempting to gain some sort of advantage in this litigation by its requests of Mr. Kuik to do work on this patent application. Mr. Kuik has simply and reasonably asked that StorageTek provide assurance that this is not what StorageTek is doing. StorageTek's persistent refusal to provide such reasonable assurances could be viewed as confirmation that StorageTek is not acting in good faith but instead seeking an unfair and improper tactical advantage in the litigation.

The new assertion in your last letter that Mr. Kuik is somehow not being cooperative or has not complied with some contractual obligation is meritless. First, it bears noting that the only contract you reference in your letter is an agreement between Mr. Kuik and Network Systems. There is no provisions in this agreement for assignment to any other entity. Additionally, this agreement refers only to inventions and information of Network Systems, not any successor or assignee. Therefore, it is clear that Mr. Kuik has no contractual obligations to StorageTek to work on this patent application. Even if we assume this agreement had been with StorageTek, Mr. Kuik has fully met any obligations he may have under this agreement by his continued willingness to cooperate with any reasonable requests made of him as well as his preparedness to assign to StorageTek any rights he may have in the idea covered by this patent. Indeed, even though Mr. Kuik's employment with StorageTek ended over two years ago, he has been willing to work on his own personal time to provide input and assistance to StorageTek with respect to this patent.

You indicate at the end of your letter that you intend to pursue this patent application without input from Mr. Kuik. That certainly is your prerogative and we would have no objection to that. However, we take strong exception to your assertion that StorageTek is doing this because of some alleged "refusal to cooperate" by Mr. Kuik. That assertion simply is not true.

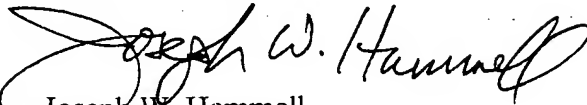
If you wish to discuss this matter further or have proposed, clarifying changes to the

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agreement I sent to you in my last letter, please do not hesitate to contact me.

Very truly yours,



Joseph W. Hammell

JWH:mmc

Cc: Tim Kuik